

## **ARTICLE 18**

### **WORK SCHEDULES**

#### **1. Introduction:**

There is a wide range of work schedule options available (standard-fixed, compressed-fixed, and several flexible schedules), any of which may be applied to either full- or part-time tours. Work schedule assignments will be based on the nature of the assigned work. Work schedules must be approved in advance to assure work objectives are met and to give employees a reasonable advanced notice.

- a. Work schedules must be administered fairly and equitably to all employees.
- b. No intimidation, coercion, or threats may be placed on employees by Management, the Union, or other employees regarding work schedules.
- c. The Parties recognize the benefits to employees and the agency of allowing employees to use alternative work schedules (AWS's). The parties will make every effort to accommodate agency and employee needs when assigning employees to work schedules.

#### **2. Standard Work Schedules:**

- a. Definitions:
  - (1) Regularly scheduled administrative workweek, for a full-time employee, means the period within an administrative workweek, established in accordance with 5 CFR 610.111, within which the employee is regularly scheduled to work including any regularly scheduled overtime hours. For a part-time employee, it means the officially prescribed days and hours within an administrative workweek during which the employee is regularly scheduled to work.
  - (2) Tour of duty means the hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that constitute an employee's regularly scheduled administrative workweek.
- b. A standard work schedule consists of 5 consecutive 8-hour workdays, normally Monday through Friday, in which the employee has a set arrival and departure time. Days off will normally be 2 consecutive days.

- c. Unless otherwise ordered or approved, employees regularly scheduled administrative workweek will fall between the hours of 6 a.m. and 6 p.m., on 5 consecutive days in each week of the pay period. Exceptions based on requirements of the nature of the work (such as, field work, laboratory work, or CCCs) may be negotiated by the Local parties.
- d. Management will provide notice in writing to the employee of changes in an employee's tour of duty, Regularly Scheduled Administrative Workweek (RSAW), and/or on-call schedule. Notice will be provided at least 10 days in advance except for emergencies and unforeseen situations, which would result in undue hardship in mission accomplishment and/or substantial additional cost. Management will give consideration to an employee's personal needs when changing tours, RSAW, and/or on-call periods.
- e. An employee who needs to work a different tour of duty, RSAW, and/or scheduled on-call period will make a written request to their supervisor indicating the reason for their request. The employee and supervisor will discuss both employee and agency needs related to the request. If consistent with the needs of the job, the employee may be assigned to that tour of duty. Management will provide their decision in writing. If the request is denied, the decision will state the reason for the denial.
- f. An employee may have union representation, if requested, during discussion with Management about changes in their tour of duty or RSAW.

### **3. Flexible Work Schedules:**

- a. The Parties agree that flexible work schedules (FWS's) will be used servicewide according to the following guidelines and approved schedules, for the purpose of improved productivity and greater service to the public, according to Title 5, United States Code, Sections 6120-6133 (5 U.S.C. 6120-6133).
- b. Definitions:
  - (1) Flexible Work Schedules: Flexible work schedules are schedules for which an employee may vary the length of their workday and/or workweek. Employees on flexible work schedules may earn and use credit hours. The Forest Service will use the following flexible work schedules:
    - (a) Variable Day: Variable day schedule is a type of flexible work schedule containing core hours on each workday in the week and in which a full-time employee has a basic work requirement of 40 hours in each week of the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday within

- the week within the limits established for the organization. For a part-time employee, the basic work requirement is the number of hours the employee must work in a week.
- (b) Variable Week: Variable week schedule is a type of flexible work schedule containing core hours on each workday in the biweekly pay period and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established for the organization. For a part-time employee, the basic work requirement is the number of hours the employee must work in a pay period.
  - (c) Maxiflex: Maxiflex schedule is a type of schedule in which the employee may vary the number of hours per day and the number of days per week, accounting for at least 80 hours per pay period, including core hours. There are core hours on fewer than 10 workdays per pay period. For a part-time employee, the basic work requirement is the number of hours the employee must work in a pay period.
  - (d) Gliding: Gliding schedule is a type of flexible work schedule in which a full-time employee has a basic work requirement of 8 hours in each day and 40 hours in each week. Employees may select a starting and stopping time each day within the established flexible hours.
- (2) Basic work requirement means the number of hours, excluding overtime hours, which an employee is required to work or is required to account for by leave or otherwise. Employees who work flexible work schedules have a basic work requirement in lieu of a RSAW. All work performed by an employee within the basic work requirement is considered regularly scheduled work for premium pay and hours of duty purposes (5 CFR 610.111(d)).
- (3) Tour of duty under a flexible work schedule means the limits within which an employee must complete their basic work requirement.
- (4) Core hours: The time periods during the workday, workweek, or pay period that are within the tour of duty during which an employee covered by a flexible work schedule is required by the Forest Service to be present for work or otherwise account for their time.
- (5) Credit hours are those hours within a flexible work schedule that an employee elects to work in excess of their basic work requirement so as to vary the length of a workweek or workday.

(6) Administrative workweek: The administrative workweek is a period of 7 consecutive days beginning on Sunday.

c. Tour of duty:

- (1) For employees on a Maxiflex schedule, the default tour of duty will fall between 5 a.m. and 10 p.m. on Sunday through Saturday.
- (2) For employees on Variable Day, Variable Week, and Gliding schedules, the default tour of duty will fall between 5 a.m. and 10 p.m. on 5 consecutive days in each week of the pay period.
- (3) The number of hours an employee may work in a day shall be in accordance with Forest Service Handbook 6109.11, Section 20.03.
- (4) Changes to the 5 a.m. to 10 p.m. time band (tour of duty) for a flexible schedule may be negotiated at the Local level to address work requirements of the work unit (for example, shift work at Civilian Conservation Centers and Law Enforcement).

d. Core hours:

- (1) The default core hours for employees on Maxiflex schedules will be the 3 middle days of the employee's tour of duty from 10 a.m. to 2 p.m., excluding a meal break.
- (2) The default core hours for employees on Variable Day and Variable Week schedules will be 10 a.m. to 2 p.m. on each day of the tour of duty, excluding a meal break.
- (3) Employees may request and supervisors may grant deviations from core hours on a case-by-case basis.
- (4) Changes to the specific clock hours designated as core hours and which days of the week are core days for the work unit may be negotiated by the parties at the Local level.
- (5) Existing subordinate agreements for core hours will remain in effect unless changed in accordance with Article 11.

e. Credit hours:

(1) Earning of credit hours:

- (a) Credit hours are earned at the election of the employee. No coercion may be placed on any employee for the purpose of interfering with that employee's right under a FWS to elect a time of arrival or departure and to work or not work credit hours (5 USC 6132). Employees must inform their supervisors in advance of their intent to

- earn credit hours, including the work they plan to perform and approximate time unless mitigating circumstances prevail; however, supervisors have the right to deny the earning of credit hours if there is no assigned work that may be performed during that time. Employees and supervisors may mutually agree on alternate arrangements for providing notice regarding the earning of credit hours on a continuing basis.
- (b) Employees have the option of recording credit hours earned daily or after 80 hours.
  - (c) Credit hours may not be earned while an employee is in training. The earning of credit hours for travel will be in accordance with existing law and regulation.
  - (d) Employees cannot be forced to earn credit hours.

(2) Use of credit hours:

- (a) The use of credit hours must be scheduled and approved in advance like any other absence from work. The employee will be released from work unless there are work-related reasons. Normally, ordinary workload will not preclude this release. Release procedures are subject to local negotiations.
- (b) Credit hours may be earned and used within the same biweekly pay period.
- (c) Credit hours may be used during core hours.
- (d) Employees cannot be forced to use credit hours.
- (e) A maximum of 24 hours may be used as a credit hour carry-over from one pay period to another with flexible work schedules. Employees on part-time tours may carry over credit hours on a prorated basis of one-fourth of their part-time tour hours.

**4. Overtime and Premium Pay under Flexible Work Schedules:**

- a. Those hours an employee is directed by management to work in excess of 8 hours per day or 40 hours per week are overtime hours.
- b. Night pay and night differential premium pay for night work is handled pursuant to 5 USC 6123(c).
- c. Management may restrict an employee on a FWS from electing to perform work as part of their basic work requirement on a Sunday in order to avoid the increased operational costs associated with Sunday premium pay; however, such an employee may elect to earn credit hours on a Sunday.

## 5. Compressed Work Schedules:

- a. The Parties agree that compressed work schedules (CWS's) will be used servicewide according to the following guidelines and approved schedules, for the purpose of improved productivity and greater service to the public, according to Title 5, United States Code, Sections 6120-6133 (5 U.S.C. 6120-6133).
- b. Definitions:
  - (1) Compressed work schedules are fixed schedules in which employees complete their basic work requirement in less than 10 days during a pay period. Compressed schedules are fixed schedules, and employees may not vary the time of arrival or departure. Credit hours are not earned or used on a compressed schedule.
  - (2) Tour of Duty means the hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that an employee is required to work.
- c. Employees' scheduled hours of work will fall between the hours of 6 a.m. and 6 p.m. on consecutive days in each week of the pay period, unless negotiated otherwise by the Local parties.
- d. Approved compressed schedules:
  - (1) 4-10: The employee works four 10-hour days per week. Employee schedules day off with supervisor. Credit hours are not earned.
  - (2) 5-4/9: The employee works eight 9-hour days with one 8-hour day. Employee schedules short day and day off with supervisor. Credit hours are not earned.
- e. Specific hours scheduled and days off are a matter of joint discussions, including provisions for required coverage, between the respective supervisor and employee. Employees approved to use 5-4/9 or 4-10 will select, with supervisor approval, their "off " day and/or their "short" day. At the request of the employee, the supervisor may approve a change in the scheduled "off " day during a pay period subject to work demands.
- f. Employees for whom a compressed work schedule would impose a personal hardship shall be excluded from the schedule or reassigned (5 USC 6127(b)). Upon receipt of a written request for personal hardship relief, Management will consider it based on, but not limited to, the following:
  - (1) Health problems, including care for a family member as defined at 5 CFR 630.201;
  - (2) Child or elder care problems; or
  - (3) Other personal hardships that would impact the employee.

A written determination shall be transmitted to the employee not later than 10 days after receipt of their request, unless mitigating circumstances prevail. Denials provided to the employee shall include the rationale for the decision. The Local Union will be notified that a request was made and whether it was granted or denied.

## **6. First 40-Hour Tour:**

The first 40-hour tour of duty will be used only when extenuating circumstances preclude a regular schedule of definite hours of duty for each workday of a RSAW in accordance with Title 5, Code of Federal Regulations, Section 610.111(b) (5 CFR 610.111(b)). First 40-hour tours will not be used to circumvent overtime pay or compressed work schedules.

## **7. Administration of Work Schedules:**

- a. An employee's tour of duty will be recorded in the header of the Paycheck record.
- b. The default schedule is the standard work schedule.
- c. An employee may not be assigned to an FWS unless the employee requests an FWS.
- d. Management may assign an employee to a CWS based upon any of the criteria in paragraph (f), below.
- e. FWS's and CWS's are both considered alternative work schedules (AWS's). All employees may apply for any AWS described in this article.
- f. In reviewing an employee's request for an AWS, Management may deny the request based upon any of the following criteria:
  - (1) Productivity.
  - (2) Level of direct or indirect services furnished to customers.
  - (3) Cost of operations, other than reasonable administrative costs.

Denials shall be in writing, transmitted to the employee and Local Union within 10 days, and include the rationale for the decision. The employee or the Union has the right to grieve the decision in accordance with Article 9.

### **g. Discontinuation of an employee's AWS:**

- (1) Management may discontinue the AWS for an employee when they have identified an adverse impact to the agency based upon any of the criteria in paragraph (f), above. Written notice shall be transmitted to the employee and the Local Union 10 days in advance and will include the rationale for the decision.

- (2) Management will remove an employee from an FWS within 10 days upon the employee's request.
- (3) Management will not discontinue or shift the type of AWS for the purpose of avoiding overtime or other premium or extra compensation.
- (4) Any employee removed from an AWS will be assigned to a standard work schedule.
- (5) Management will pay an employee reassigned from a FWS to a fixed schedule for all accumulated credit hours, not to exceed 24 hours, at the employee's regular rate of pay (5 USC 6126(b)) within three pay periods.

h. Special situations:

- (1) Management may make short-term changes, of no more than one pay period, in work days and/or arrival and departure times that are necessary to accomplish the work objectives of the unit. The changes must be administered fairly and equitably in the work unit affected. The Union will be notified of the changes in advance when possible. Regular and recurring schedule changes should be achieved by assignment to a different work schedule or by negotiations to change the FWS tour of duty and/or core hours.
- (2) Employees attending training that exceeds 2 days shall be temporarily placed on a schedule consisting of five 8-hour days. Employees are guaranteed 8 hours on each training day.
- (3) Supervisors of field employees working flexible work schedules may limit work to 8 hours on a given day if weather or work conditions warrant, provided they can fulfill their basic work requirement associated with the employee's FWS to accomplish a full pay period.
- (4) Schedules under incidents (See Article 28).

**8. Rest Breaks:**

Authorized rest breaks, not to exceed 15 minutes approximately midway through each 4-hour period of the 8-hour workday, will be arranged by the employees with the work supervisor, as needed, so as not to interrupt the work of the organization. In addition, a 15-minute rest period is authorized within each 4-hour period of overtime worked.

**9. Meal Breaks:**

- a. Employees are required to take a minimum of 30 minutes for an unpaid meal break roughly halfway through their schedule on any day that they work more than 6 hours.



- b. Employees who are required to work during their scheduled meal period shall be compensated at the appropriate rate. As to bona fide meal periods, see 29 CFR 785.19.
- c. Supervisors may approve deviations to the requirement that an employee take a meal break on a case-by-case basis.

#### **10. Overtime:**

The parties at the appropriate level may negotiate provisions for use of overtime when requested by either party.

#### **11. On-call:**

On-call status is an assignment of coverage for call back to duty during specific nonduty timeframes during the administrative workweek. It does not include periods of seasonal nonduty status addressed in Article 23, or situations where the employee voluntarily makes themselves available for assignment outside their normally assigned duties (such as, irregular and occasional overtime assignments or Incident Management assignments).

An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if (5 CFR 550.112(l) and 5 CFR 551.431(b)):

- (1) The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call back radius; or
- (2) The employee is allowed to make arrangements such that any work that may arise during the on-call period will be performed by another person.

The following procedures, arrangements, and descriptions will be used for the purposes of implementing on-call regulations.

##### **a. General Provisions:**

- (1) On-call assignments will be made to individuals that Management has determined are qualified and possess the necessary skills to perform the work.
- (2) An employee may make arrangements for another individual to perform their on-call assignment. Management will provide employees who are on-call with a list of qualified individuals the employee may contact for this purpose. The employee who was scheduled to be on-call will notify Management of the replacement.

- (3) In the event that an employee who is scheduled to be on-call is unable to do so due to illness or an emergency, the employee will notify Management, as soon as practical, and Management will make arrangements for on-call coverage.
- (4) An employee in an on-call status will report as soon as practical, but will not be required to do so in less than 1 hour. A longer call-back radius (report time) may be negotiated at the Local level.

b. Scheduling:

- (1) The supervisor will notify the employee of the specific on-call periods that the employee will be on-call after regular work hours and on nonworkdays. Scheduling of on-call and changes thereto will follow the procedures described in Sections 2d and 2e.
- (2) An on-call period will be reasonable. Normally, employees are entitled to have at least 2 days per pay period when they are not on-call, at least 1 of which will be on their regular day off.
- (3) On-call assignments will be scheduled on a rotational basis among those individuals who volunteer to be on-call. If there are no volunteers, individuals will be assigned on-call periods on a rotational basis.
- (4) The employee shall not be on-call during periods of approved leave.
- (5) An employee may have Union representation, if requested, during discussions with Management about requested changes to their on-call schedule.

c. Alternative procedures for scheduling on-call assignments and other arrangements associated with on-call assignments may be negotiated at the Local level.